FOR MYSORE STATE

Dept (1952) Department.

Passed

M.S SERIES.

G.O. NO.

910

Dated 6-3-52

[Despatch Abstract.]

Mines – Mining lease – Iron ore and Red oxide Bellary – Hospet taluk — Inglige village – 17.68 acres in S No 284, 285, 286 and 289 – Grant of Application of P Venganara Setty & Bros

Revenue Department
Subject

1879 J/52 20.2.52

Mining - Mining Lease - Iron ore and red Oxide - (Bellary) Hospet Taluk - Ingiligi Village - S.No.284,285,286 and 289 Extent 17.68 Acres - Application of M/s.P.Venkanna Setty & Bros. Report - Submitted.

Station:Madras Ref.L.861/52-1 Dated 18-2-52

From

Sri N.C. Thomas,B.A.,
Joint Secretary, Board of Revenue.

Sri V.N. Kudva,I.C.S.,
Commissioner of Commercial Taxes

Read:- From the Collector of Bellary No.Roc.21690/51 A 1 dated 4-2-52

M/s. P. Venganna Shetty and Bros. Hospet have applied for the grant of a M.L. for 20 years to mine red Oxide of Iron ore over an extent of 17.68 acres comprising of S.Nos.284,285,286 and 289 of Ingiligi Village of Hospet Taluk.

The application is in order. He has remitted the prescribe application fee of Rs.200/- in Ch.No.1544 dated 19-12-51 and also Rs.100/- in Ch.No.1566 dated 19-12-51

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The S.No.284,285,286 of Ingiligi Village applied for are contigious and are classified as unassessed waste. The area does not contain lime stones and is not covered by any other minin lease or P.L.

Verified.

A certificate of approval was issued to the applicants in Government Memo No.591 dated 8-12-51

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In the above circumstances I recommend that the M.L. applie for by the applicants may be granted for a period of 20 years to mine Red Oxide and Iron ore over an extent of 17.68 acres in Ingiligi Village limits of Hospet Taluk subject to the General conditions mentioned in Sub-Rule (1) of Rule 41 of the M.C.Rules 1949 and also to the special conditions enumerated in Sub-Rule (2 of Rule 41 of the said rules as finalised in G.O.No.2326, Development Department dated 23-5-51

The application, the two chalans and a copy of the sketch showing the area applied for are enclosed.

(Sd) xxxx
for Collector.

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REFERENCE

Submitted to the Government.

2. In the circumstances reported by the Collector, The Board recommends that a mining lease for iron ore and red Oxide over and extent of 17.68 acres in S.No.284, 285,286 and 289 in Ingiligi Village, Hospet Taluk, Bellary District may be granted to M/s. P. Venganna Satty and Bros. for a period of twenty years subject to the special conditions proposed by the Collector. The S.No.284,285,286 and 289 form one contiguous plot.

for Joint Secretary

To the Secretary to Government
Development Department, Madras
(With application, Chalan & Sketch
to be returned).

RVK/18-2

18/2/52

78/11/3.

Development (J) Department.

Mines- Mining lease- Iron ore and red oxide - Bellary

Hospet taluk- Ingiligi village- 17.68

acres in S.No. 284, 285 286 and 289 grant of- Application of M/s. P. Venganna Setty and Brothers

Sanctioned.

Read:

From the Board of Revenue Ref:-No. L. 861/52-1 dated 18.2.52.

S.No.250.

G.O.Ms.No. 910 dated 6.3.'52

The Government sanction the grant of to Messrs. P. Venganna Setty and Brothers of a mining lease for Iron ore and red oxide for a period of twenty years over an extent of 17.68 acres in S.No. 284, 285, 286 and 289 of Ingiligi village, Hospet taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government Treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the district in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not fell trees if any, without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees;

(iv) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

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(v) the lessee shall not use land for surface occupation without giving proper notice to the Collector;

(vi) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him;

(vii) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(viii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

(ix) that on the occurrence of any accident, the lessee shall report, such accident immediately to the nearest police station the nearest Factory Inspector and the Labour Commissioner.

(x) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(xi) the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings,

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structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

(xii) if after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar ~~xx~~ month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xiii) In the event of the existence of a State of War or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice inwriting to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on

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on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause;

~~(xiv) (a) the licensee shall not enter upon or commence~~ prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining and written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department atthe expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them put;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer; he must not deface or interfere with

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any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

XIV (xv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shallbe as follows:

ROYALTY: Red oxide Five percent of the Sale value at the pit's mouth ~~of each of the minerals~~.

Iron ore:-

(a) used for extraction of iron ——— 8annas per ton.
(b) used for other purposes ——— Re1 per ton.

DEAD RENT: Rs 10/. (Rupees ten only) per acre per annum in respect of ~~each of the~~ Red oxide minerals and iron ore not used for extraction of iron. Rs 5/- per acre per annum if iron ore issued for extraction of iron.

SURFACE RENT: at such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. ~~500~~ 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to ——— take ——— necessary further action.

28/2/52 kkn 28/2/52

29/2/52

To the ~~Board of Revenue~~ D.F.O. Bellary. at (A)
To the Collector of Bellary.
CB. entry against for excuting the lease deed and the indemnity bond.

Compt 29/2

To
Messrs. P. Venganna Setty and Brothers
Merchants Hospet, Bellary district.

22/3/3

Development Department (J)

C. No. 18741 J/52

Sub: Mining - Mining lease - Iron ore and red oxide - (Bellary) Hospet Taluk - Ingiligi village - S.Nos.284, 285, 286 and 289 Extent 17.68 acres - Application of M/s.P.Venganna Setty and Brothers.

Ref: From the Bd. of Rev. No.L.861/52-1 d/ 18-2-52.

To A.S.

M/s. P.Venganna Setty and Brothers have applied for the grant of a mining lease for 20 years to mine red oxides of iron ore over an extent of 17.68 acres comprising S.Nos.284, 285, 286 and 289 of Ingiligi village of Hospet Taluk, Bellary district. ~~He~~ the firm has remitted the requisite fee of Rs.200/- towards application fees and Rs.100/- towards preliminary expenses and holds a valid certificate of approval for the year 1952.

The Collector has reported that the survey numbers 284, 285, 286 and 289 of Ingiligi village are contiguous and are classified as unassessed waste. The area does not contain limestones and is not covered by any other mining lease or prospecting licence.

The Collector as well as the Bd. have recommended the grant of the lease. For orders whether the lease applied for will be granted to M/s.P.Venganna Setty and Brothers subject to the usual conditions ~~proposed by the Collector~~, Subject to orders, a draft order is submitted for approval

28/2/52

28/2/52.

2-3-52

D S

2.3.52

H.M. (Ind.)

To AS (Orders above) DevtJ.

Necessary entries made in the ML Register against item no 250. The draft below may now ~~be issued subject to approval~~ issue.

8.3.52

8-3-52.

JOINT SECRETARY TO GOVERNMENT
1952
DEVELOPMENT DEPARTMENT